

## GRANT AGREEMENT

This grant (this "Grant"), entered into by and between the **Office of the Indiana Attorney General** (hereinafter referred to as the "State") and the **Indiana Coalition Against Domestic Violence** (hereinafter referred to as the "ICADV Partnership"), whose address is 1915 W. 18<sup>th</sup> Street, Indianapolis, IN 46202, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

- 1. Purpose.** This Grant is for the purpose of providing funds in the amount of one-thousand dollars (\$1,000.00) to the ICADV Partner, a non-profit organization dedicated to Domestic Violence advocacy, assistance and education. These funds will be used for the purpose of sponsoring the ICADV 2006 Tenderness Tour to be held September 23, 2006. All payments shall be made in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Auditor of State.
- 2. Term.** This Grant shall be effective for a period of twelve (1) month(s). It shall commence on **September 1, 2006** and shall remain in effect through **August 31, 2007**.
- 3. Design and Implementation of Project.** The ICADV Partner shall be solely responsible for the proper design and implementation of sponsorship which is more fully described in Exhibit A, attached hereto. Modification of the attached application shall require prior written approval of the State.
- 4. Monitoring Report by the State.** The ICADV Partner agrees to a monitoring report of the project. The ICADV Partner agrees to:
  - A. An audit of expense records by the State Board of Accounts in regards to this Agreement.
  - B. Submit a report upon completion of the program activity no later than **September 30, 2007**, which summarizes how the funding was used and results achieved.
  - C. Provide copies of expense documents to the Controller, Office of the Attorney General, 302 West Washington Street, IGCS - 5<sup>th</sup> Floor, Indianapolis, IN 46204.
- 5. Drug-Free Workplace.** The ICADV Partner hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Grant a drug-free workplace. The ICADV Partner will give written notice to the State within ten (10) days after receiving actual notice that the ICADV Partner or an employee of the ICADV Partner has been convicted of a criminal drug violation occurring in the ICADV Partner's workplace.
- 6. Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant, this Grant shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- 7. Compliance with Laws.**
  - a. The Grantee agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
  - b. The Grantee shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<[<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/)>>>. If the Grantee violates any applicable ethical standards, the State may, in its sole discretion, terminate this Grant

Agreement immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under Indiana Code § 4-2-6-12.

c. The Grantee certifies by entering into this Grant Agreement, that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Grantee agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Grantee. Additionally, further work or payments may be withheld, delayed, or denied and/or this Grant Agreement suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

d. The Grantee warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State pending, and agrees that it will immediately notify the State of any such actions.

e. The Grantee and its sub-grantees, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of this Grant Agreement. Failure to do so is a **material breach and grounds** for immediate termination of the Grant Agreement.

f. The Grantee hereby affirms that it is properly registered and **owes no outstanding reports** with the Indiana Secretary of State, and shall maintain its good standing status during the term of this Grant Agreement.

g. As required by IC 5-22-3-7:

(1) the Grantee and any principals of the Grantee certify that (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Grantee will not violate the terms of IC 24-4.7 for the duration of the Grant, even if IC 24-4.7 is preempted by federal law.

(2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Grant, even if IC 24-4.7 is preempted by federal law.

**8. Indemnification.** The ICADV Partner agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs, attorneys' fees, and other expenses caused by any act or omission of the ICADV Partner or its agent, if any. The State shall not provide such indemnification to the ICADV Partner.

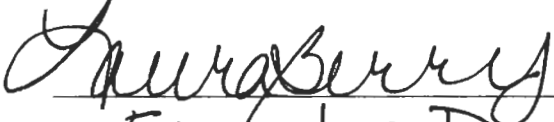
**9. Nondiscrimination.** Acceptance of this Grant also signifies compliance with all applicable state and federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**10. Repayment.** The ICADV Partner shall repay the funds provided under this Grant within thirty (30) calendar days of any final determination that the funds were not used for the purposes set forth in this Grant.

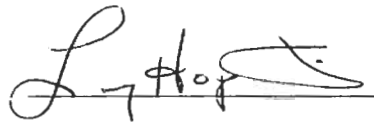
**11. Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that he/she is the duly authorized representative, agent, or officer of the ICADV Partner, that he/she has not, nor has any other employee, representative, agent, or officer of the ICADV Partner, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Grant other than that which appears upon the face hereof.

IN WITNESS WHEREOF, the TRIAD Partner and the State of Indiana have, through duly authorized representatives, entered into this Grant. The parties having read and understood the foregoing terms of this Grant do by their respective signatures dated below hereby agree to the terms thereof.


Indiana Coalition Against Domestic Violence

  
Title Executive Director  
Date 6/19/06

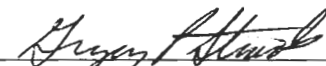
Office of the Indiana Attorney General

 (for)  
Stephen Carter, Attorney General  
Date 6-21-06


Indiana Department of Administration

 (for)  
Carrie Henderson, Commissioner  
Date 6/30/06

State Budget Agency

 (for)  
Charles Schalliol, Director  
Date 7-3-06

For Form and Legality:  
Office of the Indiana Attorney General

 (for)  
Stephen Carter, Attorney General  
Date 7/6/06